Saskatchewan
Consumer and
Commercial
Affairs

Consumer Protection And You

An introduction to consumer law in Saskatchewan

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The contents of this publication should not be considered a statement of law. The relevant legislation should be consulted for any legal interpretation or application.

I. Introduction: Marketplace "Know How"

The marketplace has changed considerably since the Middle Ages when Henry the winemaker and Mary the weaver exchanged a flask of wine for a piece of cloth. In those days it was strictly "Buyer Beware". The rules of the marketplace were decided when a deal was struck.

Our marketplace today is much more complex. Saskatchewan consumers and retailers exchange thousands of products and services each day. Although "Buyer Beware" is still a good rule of thumb, we now have many consumer laws to protect both the buyer and the seller.

Consumer protection legislation outlines ethical rules of conduct for both buyers and sellers and offers protection to consumers and businesses. However, to be effective the rights and responsibilities provided for under these laws must be known and exercised by both the buyer and seller alike.

Knowledgeable consumers are less likely to become involved in unsatisfactory marketplace transactions. They are not only aware of their rights and responsibilities, but they also know how to exercise these rights. Informed consumers can **protect themselves** because they can use the laws to their advantage - to ensure value for money spent, to avoid bad deals, and ideally, to complete satisfactory transactions. If, in spite of their best efforts, they find themselves in trouble, informed consumers know about the many methods of redress - from effective complaints to the use of the court system.

Consumer Be Aware: Your Rights and Responsibilities in the Marketplace has been designed to assist you to become a more knowledgeable and effective consumer, aware of your responsibilities and able to exercise the rights provided for under consumer legislation. It focuses on the skills and knowledge you need to solve and prevent problems when purchasing goods and services. Through activities and information, this booklet provides facts and practical advice about consumer rights and responsibilities in buying situations taken from actual investigation files of Saskatchewan Consumer and Commercial Affairs.

Consumer Be Aware will be of interest to all Saskatchewan consumers. Keep it on hand as a reference when you need some information or advice on consumer law.

II. Consumer Protection

A. Consumer Rights and Responsibilities

Consumer Rights

Saskatchewan was the first province in Canada to endorse the principle that consumers have certain **basic rights** when they participate in the marketplace. Think about it. Before you read further, what do you believe are some of your rights as a consumer? Words like **fairness**, **safety** and **choice** spring easily to mind.

Today, there are six consumer rights which are reflected in the Saskatchewan marketplace:

1. **The right to safety** - the right to be protected from the marketing of goods and services that are hazardous to health or life;

2. **The right to be informed** - the right to be protected from fraudulent, deceitful, or grossly misleading information, advertising, labelling or other practices and the right to be given or have access to the facts and information needed to make informed choices.

3. **The right to choose** - the right to have access, whenever possible, to a variety of products and services at competitive prices. In those industries where competition is not workable and government regulation is substituted, there should be the assurance of satisfactory quality and service at fair prices.

4. **The right to be heard** - the right to the assurance that consumer interests and problems will receive full consideration at all levels of government in the development of policy and legislation. Manufacturers as well should be ready to listen and to act on complaints and issues of concern to consumers.

5. **The right to consumer education** - the right to be provided with the skills and knowledge necessary to function effectively in the marketplace.

6. **The right to redress** - the right for relief or correction of a legitimate grievance related to the purchase of products and services.

Know Your Rights

In Canada, these consumer rights, for the most part, have been safeguarded and are reflected in a number of **consumer protection laws** administered by both federal and provincial governments. Saskatchewan Consumer and Commercial Affairs is responsible for the administration of the provincial consumer protection laws.

However, not all consumer rights are written into law and understood and recognized by everyone in the marketplace. Much depends on the practices of individual sellers or manufacturers.

As well, many of us as consumers believe we have certain rights under the law which aren't rights at all; rather they are **privileges** given to us by sellers or manufacturers.

And, even when our consumer rights are written into law, there are sometimes disreputable people who find ways around the laws. **It is up to each of us to know the rights we are entitled to as consumers and to make every effort to protect our own interests**.

Consumer Responsibilities

As consumers we have responsibilities as well as rights in the marketplace. Three of the most important consumer responsibilities are: **effective consumer performance**, **ethical behaviour**, and **responsible citizenship/ environmental concern.**

1. **Effective Consumer Performance** - Consumers have the responsibility to function effectively in the marketplace. This means:

   Being aware - Gather consumer information on a continuous basis to keep up with the new products in the marketplace. Innovations and changes are always being made. The wise

consider carefully all the facts about a product, service and the seller before making a buying decision.

Being wary - Be alert to quality and safety. Disreputable manufacturers who continue to produce poor quality goods and unsafe products will be around only as long as people buy from them. Examine merchandise carefully before purchasing; never sign a contract for a service without carefully reading and fully understanding it.

Being an independent thinker - Don't be swayed by glossy, high-pitched advertising. Only buy what you need and want, what you think is right for you.

Complaining - Speak up when you are not satisfied with a product or service. Reliable manufacturers and merchants will respond when you voice a firm and reasonable complaint because they want to keep your business.

2. **Ethical Behaviour** - Some values and moral principles apply no matter what the situation and the marketplace is no exception. It's the consumer's responsibility to behave in a fair and ethical manner. Shoplifting, price tag switching, defaulting on debts all have a price. Merchants and manufacturers have to cover their losses from theft, security systems and unpaid credit, and this often means raised prices.

3. **Responsible Citizenship/Environmental Concern** - Consumers have the responsibility to communicate to governments, manufacturers and other consumers what their wants, needs and expectations of the marketplace are, as well as when they are satisfied or dissatisfied. Further, responsible consumers show concern for the environment and avoid waste, littering and contributing to pollution.

Consumer Rights

Consumers have:

The Right To Safety
and protection from hazardous goods or services.

The Right To Be Informed
and protected against fraudulent, deceitful or misleading practices and access to accurate information and facts needed to make informed choices and decisions.

The Right To Choose
and have access to a variety of products and services at fair and competitive prices.

The Right To Be Heard
and express and represent consumer interests in the making of economic and political decisions.

The Right To Consumer Education
and become a skilled and informed consumer capable of functioning effectively in the marketplace.

The Right To Redress
and be compensated for misrepresentation, shoddy goods or unsatisfactory services.

Consumer Responsibilities

Consumers have:

The Responsibility To Beware
and alert to quality and safety of goods and services before they buy.

The Responsibility To Be Aware
and gather all the information and facts available about a product or service as well as keep abreast of changes and innovations in the marketplace.

The Responsibility To Think Independently
and make decisions on well considered needs and wants.

The Responsibility To Speak Out/Complain
and inform businesses and other consumers in a fair and honest manner of their dissatisfaction and satisfaction with a product or service and to communicate to manufacturers and governments expectations of the marketplace.

The Responsibility To Be An Ethical Consumer
and be fair by not engaging in dishonest practices which cost all consumers money.

The Responsibility To Respect The Environment
and avoid waste, littering and contributing to pollution.

B. What If...

Before you go further, try this quiz to check your knowledge of your rights and responsibilities as a consumer. It might be fun to do it again when you have read through the booklet and compare your scores.

Keep in mind that **every** situation is different. These examples could have different answers in different individual circumstances and with different facts.

What if... you were to find yourself in any of the situations outlined below?

What If...

1 ..... the running shoes you buy for your son don't fit?

Are you legally entitled to get your money back? ___ Yes ___ No

2 ..... the used car you bought from a local dealer on Tuesday develops a knock in the engine on Friday?

Can you take the car back to the dealer and obtain a refund? ___ Yes ___ No

3 ..... the stereo you just bought from a local department store has a faulty rewind button?

Can you get it fixed free of charge? ___ Yes ___ No

4 ..... the price of the A.S.A. you purchase at a drugstore is incorrectly marked and lower than the usual price?

Does the store have to sell you the aspirin at the marked price? ___ Yes ___ No

5 ..... the V.C.R. on which you made a deposit can be purchased for less money at another store?

Can you get your deposit back? ___ Yes ___ No

6 ..... the door-to-door seller with whom you contracted a week ago to put siding on your house hasn't started work?

Can you cancel the contract? ___ Yes ___ No

7 ..... you receive a phone call from a company which has no retail outlet and which asks to do a home demonstration of its vacuum cleaner?

Does the company have to be licensed as a door-to-door seller? ___ Yes ___ No

8 ..... the car you buy at an auction sale has a faulty transmission?

Can you return the car to the auctioneer for a refund? ___ Yes ___ No

9 ..... the binoculars you order through a mail order company have very little magnifying power?

Can you get a refund of your money? ___ Yes ___ No

10 ..... the package you receive in the mail contains Christmas cards which you didn't order?

Do you have to pay for them? ___ Yes ___ No

11 ..... the bill you receive for repairs to your T.V. is much higher than the estimate you had been given?

Do you have to pay? ___ Yes ___ No

12 ..... the contractor who began building your basement bathroom a month ago is charging 3 times the going rate?

Can you cancel the contract? ___ Yes ___ No

13 ..... the gym with which you sign a contract for aerobic classes is too crowded?

Can you cancel your contract and receive a refund? ___ Yes ___ No

14 ..... the Sask. travel company from which you purchase a travel package goes out of business?

Are you guaranteed a refund of money? ___ Yes ___ No

15 ..... the car loan you applied for is refused because of the credit information the dealer has about you?

Can you find out what kind of credit information the dealer has on you? ___ Yes ___ No

16 ..... a collection agent phones you on Sunday to collect on a debt you owe.

Is the collection agent's action legal? ___ Yes ___ No

17 ..... the credit contract you sign to buy a new stereo doesn't show an annual rate of interest?

Do you have to pay interest on this contract? ___ Yes ___ No

18 ..... the pyramid franchise company in which you have a $2,000.00 membership refuses to refund your money when you cancel your contract?

Are you entitled to a refund? ___ Yes ___ No

19 ..... the car you purchase in a private sale has a lien on it and is repossessed by a finance company?

Is the action of the finance company legal? ___ Yes ___ No

20 ..... an organization from which you receive a call requesting a charitable donation does not seem legitimate?

Can you check to see if the agency is a legitimate charity? ___ Yes ___ No

Answers:

1. No 2. No 3. Yes 4. No 5. No 6. Yes 7. Yes 8. No 9. No 10. No.
11. Yes 12. No 13. Yes 14. No 15. Yes 16. No 17. No 18. Yes 19. Yes 20. Yes

Note: The "yes" and "no" answers provided here are correct at first glance. However, it must be emphasized that different situations and individual circumstances might change the answer or require more detailed information.

The following section entitled "Put Your Money Down: Buying Goods and Services" provides more information about the answers to these questions and your rights and responsibilities as a consumer.

III. Put Your Money Down: Buying Goods and Services

Each time you buy products or services in the marketplace, you are entering into a contract. As a consumer you are agreeing to purchase something and pay the agreed price. The seller is agreeing to supply the item or service for that amount. Many consumers are unaware that each time they become involved in a consumer transaction such as the purchase of a package of cigarettes from a vending machine, a car from a dealer, or hire a contractor to insulate their home, a contract is being struck. Because a contract is legal and binding it is important for consumers to realize that contracts are involved in many of their daily transactions.

Once you have entered into a contract it cannot be cancelled or changed simply because you change your mind (unless the other party agrees).

A. Buying from a Retailer

Refunds/Exchanges/ Returns

Sally purchased a cashmere sweater for her mother's birthday gift. It didn't fit. When she returned it to the store for a refund they refused to give her money back.

Do consumers have the right to return goods to a retailer or dealer because they are the wrong color, size, or because they decide they don't like them?

In Saskatchewan, with few exceptions, consumers who purchase goods, such as running shoes or a cashmere sweater from a retailer, **do not** have the right to return them for a refund. The sales transaction is a legal, binding agreement or contract and cannot be broken; that is the item cannot be returned simply because you have changed your mind. Whether a store will provide consumers with a cash refund, an exchange of goods, or a credit slip is up to the store and is usually outlined in a **store policy**. Store policies vary so it is a good idea to determine the policy with regard to refunds and exchanges **before** you purchase an item.

Some sellers will allow refunds such as the exchange of goods or a credit slip, but may charge a restocking fee which is a fee for putting the article back on the shelf. When buying, ask the clerk to write the store policy on the bill and have it dated and signed. This will serve as a reminder for you and the salesclerk of the store's policy and help to avoid future problems.

Unfortunately, Sally did not check into the store policy before making her purchase.

Defective Products - Warranties and Guarantees

Two months after the manufacturer's warranty had expired, Shirley G. discovered she needed the struts on her front-wheel-drive car replaced. The cost was $400.

New products purchased from a retailer may be accompanied by a warranty or guarantee card. This guarantee, usually given by the manufacturer and sometimes the dealer, is called an **additional written warranty**. This warranty or guarantee is worthless unless it specifically states what the article is guaranteed for, such as bad workmanship or faulty parts. However, in Saskatchewan, anyone purchasing a new or used product has some rights under **The Consumer Products Warranties Act**. The **C.P.W. Act** gives consumers some basic rights or **statutory warranties** each time they purchase a consumer product from sellers in Saskatchewan. These rights or statutory warranties include:

- Ownership is assured without undisclosed liens or other claims.
- The goods must be of acceptable quality.
- The goods must be of reasonable durability and fit the specific purpose stated by you, as well as for their usual purpose.
- The product must match its description and match the quality of any sample you are shown.

- Spare parts and repair facilities must be available for a reasonable period of time (not necessarily within Saskatchewan).

Under **The Consumer Products Warranties Act** Saskatchewan consumers have the right to expect that a product they purchase will last for a reasonable period of time and do what it is "supposed" to do if given normal use and correct care. If a consumer product, for example a car, breaks down, you would not have the legal right to demand a refund of the purchase price of the car. However, you may be able to get your car fixed, parts and labour free under the section of the Act that stipulates **new** and **used** articles bought from a Saskatchewan retailer "must be durable for a reasonable period of time".

The Act takes into account the price and description of the product, how the product has been maintained, and the length of time you have had it. These factors will have a direct effect on the amount of responsibility the business has in repairing the vehicle and could result in you and the dealer sharing the cost of the repairs on a pro-rated basis.

Any **additional written warranties** ("the warranty card") are given to you in **addition** to the warranties you receive under **The Consumer Products Warranties Act**. An additional written warranty can in no way limit the rights you receive under the statutory warranties of the Act.

The dealership where Shirley G. bought her car agreed to pay for the new struts.

Incorrectly Priced Merchandise

While doing her weekly grocery shopping Marlene discovered 6 cartons of orange juice which had been incorrectly marked at a price much lower than the regular one. However, the cashier refused to sell her the juice at that price.

A store is under no obligation to sell goods at the price marked. The price marked is only an "invitation" and not an offer to sell the item at the stated price. The store can at any time, until the contract is made, withdraw the article from sale just as you, the consumer, can change your mind about the purchase of the item. A legal contract does not exist until there is agreement of a sale or actual exchange of money and goods. If there is a mistake in pricing, the store has the right to change the price before the consumer purchases it.

Marlene, slightly embarrassed by her attempt to get an extra-special bargain, decided she only needed three cartons.

Deposits

Bill made a $50 deposit to hold a camera he wished to purchase. Later in the day he discovered the same camera in another store

Extended Warranties/Maintenance Agreement

Consumers are sometimes offered the opportunity to purchase an **extended warranty** when they buy a new or used product from a retailer. The offer is usually made when you purchase a large item such as an appliance or a new or used car.

This type of warranty is usually designed to take effect after most manufacturer's warranties have expired. Thus, repair of the article is **extended** beyond the period identified by the manufacturer's or additional written warranty.

An extended warranty operates like most manufacturer's or additional written warranties. After the satisfaction of certain specified conditions, the dealer or manufacturer agrees to repair the article at little or no cost to the consumer. The major difference between the two is that the consumer must pay a fee to receive the services "guaranteed" in the extended warranty.

Extended warranties offer the consumer the convenience of a measure of guaranteed service without hassle. Before you buy however, check the extended warranty carefully for:

- **exclusion clauses**. For example, the air conditioning may be covered but the automatic transmission may be excluded.
- **the conditions** under which the guarantee takes effect. If the car is used, it may have been abused by its previous owner. This may be one of the conditions specified in the guarantee under which the repairs would not be covered.
- **hidden costs**. Do you have to pay for the service call or is it covered by the extended warranty?
- **who decides** what type of work is to be completed? Does the dealer or you decide whether the part will be repaired or replaced?

for less money. When he demanded his deposit back the store refused.

Merchants often ask for a prepayment, down payment or deposit to hold merchandise for a period of time for the consumer. The consumer should understand that a deposit on goods is a binding commitment between buyer and seller and is not usually refundable. Deposits protect the seller if a buyer changes his/her mind.

Consumers should try to keep their deposit as small as possible (10%). The larger the amount you put down, the more you stand to lose if you change your mind or if the business ceases to operate for some reason.

Bill has vowed to become a "comparison shopper".

B. Buying from a Direct Seller

David signed a contract with a door-to-door salesperson to purchase siding for his home. A week later he was approached by another siding company which was prepared to do the job for less money.

Purchases made in the home from a door-to-door salesperson are called **direct sales. Under The Direct Sellers Act**, consumers now have 10 days (proclaimed April, 1987) in which to reconsider their purchase and cancel the contract. If you fail to cancel within the 10 day "cooling off" period, you may be legally bound to the contract. You must cancel contracts with door-to-door salespersons by registered mail or telegram. The post mark on the envelope or telegram is the date the contract was cancelled.

Before buying from a door-to-door salesperson, ask to see either a licence or some form of approved identification. Call Saskatchewan Consumer and Commercial Affairs to find out if the identification and licence are valid and approved and if the seller's company has a licence to sell in the province. A licence does **not** indicate anything about the quality of goods or honesty of the seller. It does indicate the company has paid a licence fee and posted a **bond**. If there is a dispute, bond monies may then be available to settle a consumer claim (See Section IV for more information on home improvements sold door-to-door).

David still has time to change his mind.

When a Door-to-Door Salesperson Knocks at Your Door

Direct sellers or door-to-door salespersons may knock on your door or phone you in an attempt to sell you any number of items. You may find yourself on the receiving end of a sales pitch for encyclopedias, vacuum cleaners, roof repairs, furnace repairs, bulk meat deals, dishes, peep holes for your door or satellite dishes.

This list of "**Do's**" and "**Don'ts**" will provide you with some basic information on what to **do whenever a door-to-door salesperson** knocks at your door.

Do's

- Do get promises in writing.
- Do deal only with licensed direct sellers.
- Do report any unlicensed, suspicious sellers to the police.
- Do write down the name, address and phone number of the company and salesperson. Get the car licence of the seller.
- Do get estimates from 2 or 3 reputable companies.
- Do take your time before you sign a contract. Read it carefully; sleep on it; talk it over with someone you trust.
- Do ask for references of home improvement contractors and check them out.
- Do compare prices and products.
- Do be skeptical of any service or repair person who just "happens" to be passing by and notices something which needs fixing on your property, offering to do the job at a great saving.

Don'ts

- Don't accept verbal promises. They can't be enforced.
- Don't be fooled by "fly-by-night" operators. Deal with local reputable companies
- Don't be rushed or pressured into signing a contract.
- Don't worry if you change your mind. The law says you have 10 days to cancel a direct sales contract.
- Don't be tempted by prices that seem amazingly low.
- Don't be afraid to say no. Be assertive and firm.
- Don't sign a document or blank piece of paper just to get rid of the salesperson ... the paper could be a contract.
- Don't pay cash. Make cheque or money order payable to the company not the salesperson.
- Don't advance the full money for a job. A small deposit or a down payment should be sufficient.
- Don't deal with unlicensed door-to-door salespersons.

Telephone Solicitations: Free Prizes and Special Offers

One evening, Mrs. Casey received a telephone call and was offered a free gift. After some discussion it was discovered that the delivery of the gift was dependent upon her agreement to a demonstration of a vacuum cleaner.

With the amendments to **The Direct Sellers Act** (proclaimed April, 1987) telephone solicitations are considered to be **direct sales** and consumers have the same protection under the Act as door-to-door sales.

The "free gift", "special offer" or "you've just won" telephone calls are often a method used by salespersons to get into your home to sell you something. Before you agree to delivery of a gift prize or special offer, ask some questions. What do I have to do to get this gift? Are you selling something? Do I have to listen to a sales pitch in order to get my prize?

Mrs. Casey decided she wasn't interested in a free gift after all.

C. Buying from an Auctioneer

Al purchased a car at an auction even though he did not have time to thoroughly examine it. Attempts to start the car in order to drive it away proved futile. When he returned to the auctioneer to ask for a refund he was refused.

All auctioneers are licensed under **The Auctioneers Act**. When you purchase goods at an auction, the auctioneer or seller is under no obligation to repair an article for you or to refund your money if the article does not work correctly or breaks down shortly after purchase. It is your responsibility to ensure the goods you purchase at an auction are in proper working order.

Al learned the hard way that goods purchased at an auction should be examined carefully before the purchase is made.

D. Buying Through the Mail: A Matter of Trust

Super Jackets

"Design your own jacket from the many designs we have available. Only $11 for 1 jacket, $20 for two. Full refund guaranteed if you aren't happy with your super jacket."

Order Now

"Computer parts for all sizes, makes and types of computers ... send us the name, make, serial number and description of the part you need for your computer, plus a money order, cheque or credit card number for a minimum charge of $50.00."

These are just two examples of the types of ads which urge you to shop by mail. People buy goods and services through the mail because it is convenient, the price is competitive and sometimes lower than retail sales, and the selection is large and varied. The mail order shopper does not have to leave home, fight crowds or traffic or try to find a parking space. The items you wish to buy, from computers to popcorn, can be found by watching T.V. ads, browsing through magazine ads or through the mail order catalogues that arrive "gratis" in your mailbox. You simply fill in the blank order form (or call a telephone number), sign a cheque or fill in your credit card number, pop it in the mail and "voila" your shopping is done. The merchandise is even delivered to your door.

Mail order is simple, convenient and appealing to all consumers, and in particular to seniors and shut-ins who may have difficulty getting around or little opportunity to get out to shop.

But, along with its conveniences, buying by mail can have its drawbacks.

Sylvia ordered a "top quality" wig for $12.75 from a mail order company. While making dinner for guests she bent over to take an item from the oven. The wig melted.

When you buy from a store you can check the quality of the goods and compare prices. When you buy through the mail you do not have this opportunity. You must rely on the advertisement for the information you need. What is delivered may be greatly different from what you had expected. As well, obtaining a refund on unsatisfactory mail order goods, goods not received or damaged in transit, can be very difficult if the company is outside of Saskatchewan. Unless the ad states satisfaction guaranteed or money refunded, you are **not** entitled to a refund.

The only real protection consumers have when they buy by mail is to be sure about the integrity of the company. Consumers can ask the company for a short list of customers in the area and then check to see if they are satisfied with the service. Consumers can also contact the Better Business Bureau to check on the reputation of the company, particularly if it is located outside the province. As well, you can check for companies which display the **Canadian Direct Mail Marketing "Operation Integrity"** logo. Companies displaying this logo are members of the Canadian Direct Mail Marketing Association and are usually prepared to stand behind their product and resolve customer complaints and problems. The C.D.M.M.A. will also help you resolve problems you may have with mail order firms that do not belong to the association. For more information contact:

Canadian Direct Mail Marketing Association
201 Consumers Road
Suite 205
Willowdale, Ontario
M2J 4G8

Telephone: (416) 494-8585

Unsolicited Goods

Kari received a package in her mail box containing a box of Christmas cards which she had not ordered, accompanied by a bill requesting payment.

Under **The Unsolicited Goods and Credit Cards Act**, consumers have no obligation to pay for goods, for example, Christmas cards, which they did not order. Nor are consumers liable for a credit card they did not request. To avoid problems in this area, such as persistent requests for payment, it is suggested that if possible refuse delivery of goods you did not order. In the case of unsolicited credit cards, it is a good idea to destroy them immediately.

Kari returned the Christmas cards and did not pay the bill.

Work-at-Home Schemes: A Different Type of Mail Order

Earn $1,000.00 to $3,000.00 monthly stuffing envelopes. For details send $25.00 and a self-addressed, stamped envelope.

Women... Earn $350.00 monthly for assembly work at home; opportunity for beginners; experience unnecessary; no selling.

Work-at-home-schemes are usually appealing to people confined to their homes, senior citizens, persons with disabilities and others on fixed incomes. They offer the opportunity to earn money without leaving your home.

Before getting involved in this type of scheme, here are **some points to be aware of**:

- Operators of these schemes often use vague language to create expectations of high income and gainful employment.
- Work-at-home promotions tend to operate similarly: consumers are required to purchase something through the mail -- a brochure, instructions, a kit -- from the advertiser. Returning the item and obtaining a refund may be costly and time consuming. Often consumers are left with the goods, brochures, etc. while the advertiser has their money.

Precautions When Buying Through the Mail:

1. Beware of exaggerated and vague claims about products in the advertisement as well as unusually low prices.
2. Keep a complete record of your order, including a copy of the ad (newspaper issue, brochure or T.V. channel that carried the ad), the company's name and address, date of order and photocopy of cheques or money order.
3. Before you buy, contact the local Better Business Bureau to check the reputation of the company.
4. Ensure your order is complete including all the necessary details about the order and your name and complete address.
5. Do not send cash through the mail or to a box number. The best method of payment is to ask the company to send the goods C.O.D. If a large sum of money is involved, a small down payment will show your interest. **It is not a good practice to pay in full for anything you do not have in your possession.** Payments by charge card may not be a good idea as the charge could be credited to your account and accumulating interest before you receive the goods. Money sent to a box number is difficult to track down if the article does not arrive.
6. Place your order a number of weeks before the date you hope to receive it to avoid disappointment if it is needed for a special occasion. Delivery could be delayed for a number of reasons.
7. Check the merchandise as soon as it arrives in case it is broken or faulty. Try to return defective or broken items in the original packaging.

- Businesses which offer legitimate home employment usually do not advertise. They can hire enough workers by word-of-mouth advertising or through Canada Employment and other employment agencies.

Avoid work-at-home ads that:

- offer promises of large profits for little work.
- require money for instruction or merchandise before telling you how the plan operates.
- use personal testimonials but never give the address of a satisfied worker.
- assure you no experience is necessary.
- claim there are guaranteed markets and a great demand for your handiwork.
- tell you the money "up front" is a sign of good faith on your part.

Remember, if the opportunity sounds too good to be true, chances are it is.

Record and Book Buying Clubs

Many people join record and book buying clubs because they wish to buy specific types of records and books, for example classical records, at a very good price. As well as providing a specialized selection at a premium price, consumers also get the convenience of shopping by mail.

Common Complaints:

- **Overspending**. Consumers buy more records/books than they normally would. New members are usually required to buy a specific number of books/records. A bonus purchase plan which offers books/records at drastically discounted prices may also tempt you to purchase more than the minimum amount of books.
- **Unwanted merchandise**. Under the negative option order system, the consumer must, by a certain date, return a card indicating she/he does not want the featured selection. Consumers often forget to mail the card or fail to meet the deadline resulting in unwanted merchandise and overspending.
- **Delivery time**. Books/records may take months to arrive.
- **Reliability**. Consumers may receive incorrect selections or they may be billed for items they have never received or already paid for.
- **Physical quality of merchandise**. This is often a problem with book clubs as they usually print the books they sell themselves. Consumers may be dissatisfied with the quality of paper, printing or the binding.

To Protect Yourself: Read carefully and keep a copy of the coupon you sign to join the club. It is a binding contract.

- Keep track of all your transactions with the club.
- Write on your cheque the name of the book or record you are paying for.
- Note on your calendar the dates on which you return the featured selection order form.
- Register or insure any items you return to the club, and keep track of the dates on which they were returned.

Charities

Saskatchewan consumers are advised to be cautious when unfamiliar persons or organizations are soliciting donations. Solicitations may come in the form of a phone call or printed advertisement.

Precautions:

- Check the validity of any person or organization asking for donations. If you are suspicious, ask for the name of the caller and the name, address and phone number of the organization. Call the organization back to confirm that it is soliciting charitable donations. If the request appears in print form, write and ask for the same information before you send your money.
- Call Revenue Canada to find out if any donations to this organization can be used as charitable deductions on your income tax. Registered charities issue receipts which may be used to claim valid deductions under the **Income Tax Act**.
- Ensure the organization or agency actually exists by contacting Saskatchewan Consumer and Commercial Affairs to determine if it is registered in Saskatchewan.

E. Buying a Pyramid Franchise

John was interested in opening his own business. When he was offered the opportunity to buy into a business which allowed him to sell products as well as memberships in the business he immediately bought a $1,500.00 membership. Six months of trying to sell the product and memberships through home parties and direct sales produced few results. He contacted the company cancelling his membership and requested his money back. The company agreed to cancel the membership but would not refund the money.

In pyramid selling, a promoter sells both the right to sell franchises (memberships) and products to several people. The right to sell memberships or franchises plus the product is then sold by those persons, forming a pyramid like structure with the promoter on top. In Saskatchewan anyone operating a pyramid franchise must be licensed or exempted by Saskatchewan Consumer and Commercial Affairs under **The Pyramid Franchises Act**. A pyramid franchise agreement can be cancelled by sending a registered letter or telegram to the company or to the person who sold the franchise. The Act also provides for a refund of money on a prorated basis. If you are considering getting involved in pyramid franchise selling, contact Saskatchewan Consumer and Commercial Affairs to determine if the company is licensed. If it is not licensed you may have difficulty obtaining a refund. The Department would help John to recover his money if the company refused to refund his money.

Because the company was licensed, Consumer and Commercial Affairs was able to mediate the return of John's money.

F. Buying Services

When consumers buy **services** we tend to think of getting our appliances or cars repaired. However, buying services can also include installing a driveway, joining a health club, booking a travel package, applying for credit or hiring someone to complete your income tax. Buying services encompasses a wide and varied assortment of transactions.

Repair Services

Ron took his T.V. to a local repair shop. The repair bill he received was more than the T.V. was worth.

When you require repair services, check your warranty card to determine if it is still in effect and what it covers. In some cases the repair of items such as T.V.'s, cars or appliances may be covered under the section of **The Consumer Products Warranties Act** that states consumer products must be "durable for a reasonable period of time".

To protect yourself when shopping for repair services always:

- Ask around for the names of businesses which offer the repairs you need and ask

for recommendations from friends or acquaintances. The yellow pages or the business that sold you the item should be able to provide names of authorized repair shops. The Better Business Bureau can advise you of the complaint handling record of the companies you're considering.

- Get an estimate from 2 or 3 shops. It should be in writing and outline precisely what is to be done including which parts will be replaced.

- Keep a record of all contracts, receipts, estimates and warranty cards.

- Try to resolve any problems, such as a bill that's higher than the estimate, through discussion. Contact Saskatchewan Consumer and Commercial Affairs if this is not possible.

Contractors

Edith hired a contractor to complete the basement in her home. The contract outlined the work that was to be completed and included a completion date. The work was completed but Edith refused to pay until the clean-up was completed. The contractor insisted clean-up was not part of the contract and therefore not his responsibility.

The best protection consumers have when hiring a contractor is to ensure that:

- the contract details **exactly** what you want done including clean up, quality of materials and completion date.

- the contract states how the contractor will be paid. A suggested payment method is 10% down and 80% in installments while work is progressing. Hold back 10% for a period of 40 days after you and the contractor agree the work is completed. The suppliers or employees of the contractors may file a lien against your property, if for some reason they have not been paid. You may be obligated to pay them if such a lien is filed within the legal time limit of 40 days.

- you secure 3 estimates of the work being completed. This will ensure you will not be overcharged.

- before hiring, you ask for references, check out the contractor's work and talk to the people for whom the work was completed.

Edith was responsible for her own clean up.

Training Courses

Norma signed a contract with a local gym. She soon discovered she did not have the time to take advantage of the facilities. She contacted the gym asking for a cancellation of her contract and a refund of her money.

Fitness centres, dance studios, self defense schools and commercial correspondence courses are typical examples of training courses offered in Saskatchewan. For a fee, the consumer receives a training course that will train him/her to do something, for example become an artist, become fit, or learn an employment skill. All sellers of training courses must be licensed by Saskatchewan Consumer and Commercial Affairs. Check with the Department to see if the seller is licensed and bonded before signing the contract. You are basically unprotected if you deal with an unlicensed seller.

Consumers can also cancel a training course and receive a refund for the unused portion of the course. For example, you would be eligible to obtain a refund of $140 for a course costing $200 and lasting 10 weeks if you cancelled **after** 2 weeks.

Avoid large prepayments for training courses. If for some reason the business must close its doors, consumers could suffer substantial losses.

Some training courses offer the opportunity to learn a new skill which is promised to lead to employment - for example, T.V. repair or interior design. Check with someone in the industry or trade to see if the successful completion of the course will in fact help you get a job. It is illegal to promise future employment under **The Sale of Training Courses Act**.

Norma was able to cancel her contract and receive a refund for the unused portion of the contract.

Travel Packages

Tom and Mary attended a meeting at the local seniors' centre to hear a presentation on a travel package to the Orient. They immediately booked the tour making a down payment of $3,000. They made a final payment 2 months later. One week before they were to begin their trip the company went into receivership.

Although there are no specific laws in place to protect consumers when they encounter problems in the travel industry, you can take steps to protect yourself.

- Some members of the travel industry in Saskatchewan have established an **assurance fund** which is being used to compensate consumers when the tour operator, company or agency they have booked with has gone out of business. Ask your travel agent about this and other consumer protection plans.
- If possible, deal with a local, reputable travel agency which has been recommended by friends or relatives and is a member of a provincial **travel industry association** - Association of Canadian Travel Agents, Saskatchewan (ACTA).
- Call the Better Business Bureau to determine the complaint handling record of the agency you are considering.
- Read your contract carefully to determine what you are responsible for and if there are any additional charges.
- Keep deposits or prepayments as low as possible.
- Shop around to find the cheapest travel package tour.

Unless the travel agency was covered under an assurance fund, it is unlikely that Tom and Mary will receive a refund.

Credit

Consumers don't always realize that when they purchase credit they are purchasing a service. The purchase and sale of consumer credit in Saskatchewan is governed by 3 laws which deal with **credit reporting**, **collection of debts**, and **the cost of credit**.

Credit Reporting

When Cindy applied for a loan for some home improvements, she was turned down. Her credit report indicated she was in arrears on one debt and was up for collection on another. Cindy had never borrowed money from either of the lending insitutions mentioned in the report.

When you apply for credit, the lender usually checks your past record of payment, your **credit rating**, which is kept on file by a credit reporting agency. Under **The Credit Reporting Agencies Act**, consumers can find out what information the lender has about them.

The Credit Reporting Agencies Act requires the agency to provide you with an accurate summary of the information. If the information is wrong or out of date, you have the right to have it corrected.

To locate the credit reporting agencies closest to you, consult the yellow pages of your phone book under **Credit Bureaus** or **Credit Reporting Agencies**.

Cindy was able to correct her credit record.

Debt Collection

Tony and Diana owe money which is collected by a collection agency. The collection agent persists in calling them every evening at 7:00 p.m. which is the time they usually sit down for supper.

Under the provison of **The Collection Agents Act**, a collection agent may telephone you at home between 8:00 a.m. and 9:00 p.m. except on Sundays and statutory holidays. The agent must properly identify him or herself, the company, the amount of money owing and to whom the money is owed. She/he may also call you at work but not if such action adversely affects your employment. This Act governs the proper method of collections including the approach employed by collectors. Collectors may **not** "harass" people from whom they are attempting to collect money.

The action of the collection agent dealing with Tony and Diana is legal.

Cost of Credit

Frank purchased a new stereo on credit at a local department store. When he got home he realized the contract did not show an annual interest rate. His calculations showed it was twice as high as the rate might have been at a bank.

Under **The Cost of Credit Disclosure Act**, a lender extending credit must give you the cost of borrowing expressed in dollars and cents (the interest) and the cost of borrowing expressed as an annual percentage rate (the interest rate). If the lender does not disclose this information, the consumer may not have to pay the interest charges - unless the lender can show that a "bona fide" error was made.

G. Buying Privately

"Caveat Emptor" or **"Buyer Beware"** is the advice given to consumers who purchase vehicles in private deals. If anything goes wrong with the car, the buyer usually has no recourse against the seller. In a private deal you are buying the car "as is" and have to be prepared to take what you get.

There are some steps consumers can take to protect themselves in private deals:

1. Check to ensure you are obtaining **free title** to the car. Contact your local court house with the make, model and serial number of the car and check for **liens** registered against the title of the car. This service will cost you a small fee. A lien is a document that indicates the property has been used for security for a loan. If the loan is not paid off, the lender may seize and dispose of the property to recover the outstanding debt.

2. If there is a lien registered against the title of the vehicle, go with the seller to the creditor to pay off the amount of the lien or make the cheque payable to the seller and the lien holder. Ask the lien holder to issue you a letter indicating the lien has been lifted from the title of the vehicle.

3. Ensure the seller does in fact own the car. Ask to see a **registration certificate** and some other personal identification such as a driver's licence. If the car is being sold by an agent, secure proof that the agent has permission to sell the vehicle.

IV. Consumer Power: Protecting Yourself

"There ought to be a law". How many times have you heard that phrase... or even used it yourself when encountering problems with the purchase of goods or services in the marketplace? While there are a number of consumer laws both provincial and federal in place to protect consumers, not **all** marketplace problems can be solved through legislation.

The number and variety of consumer products as well as the complex range of transactions in the marketplace today are growing. It is impossible to anticipate all the problems that might occur and provide the appropriate legislative checks and balances. Nor could the marketplace function if there were so many laws and regulations that the free exchange of goods and services was inhibited. The marketplace works best when buyers and sellers are well **informed** of their rights and responsibilities and are able to **act** on them.

As consumers we have an important role to play in protecting ourselves. The best person to ensure that you are protected in the marketplace from bad deals, dissatisfaction, loss of money and frustration is **YOU**.

This means passing up that "too good to be true" deal and doing without that special car for one more day while you check out the information on the product.

More specifically, protecting yourself as a consumer means:

1. **Knowing your rights and responsibilities**. "Buyer Be Aware".
2. **Asking questions**. Be sure you understand.
3. **Researching the product and the business**.
4. **Asking for references**.
5. **Shopping around**. **Comparing prices and materials**.
6. **Checking for alternatives which would also serve your needs**.
7. **Being Careful**. "Buyer Beware".
8. **Speaking out** if you're dissatisfied.

A. Advice for the "Shopping Lorn"

"Dear Abby:"

What steps can I take to avoid problems and protect myself when I purchase goods and services in the marketplace?

Signed: "Shopping Lorn"

Following are samples of consumer complaints received by the complaints investigators at Saskatchewan Consumer and Commercial Affairs. Complete the **Your Advice** category with the information and advice you would give these consumers to assist them in solving their consumer problem and avoiding similar ones in the future.

At the bottom of each form you will find the actual advice and information the investigators gave the consumer and the outcome of the problem.

Saskatchewan Consumer and Commercial Affairs

Contact Report

Date _____ Office _____ Open File ☐

Time _____ Number _____ Closed ☐

Name Lawrence Vank Res. Telephone 999-0000

Address Holebine, Saskatchewan Bus. Telephone 999-0101

Supplier/Vendor/Creditor/Landlord Dolphi Sales

Address Holebine, Saskatchewan Telephone 999-4111

Type of Complaint/Enquiry *DEFECTIVE PRODUCTS*

Detailed Summary

Bought used car on Monday for $6,000. Friday developed squeak in wheel. Garage tells him it will cost $120 to fix. Also suggested he would need about $800 worth of work on engine. Wants to return car for refund. Can he? (Did not get car checked out by mechanic before purchase).

Your Advice

Actual Advice & Comments Given by Investigators

Can't return for refund, all sales final. May be able to get fixed parts and labor free. Under durable for a reasonable period of time, section of The Consumer Products Warranties Act. Price, year and mileage of car important. No independent mechanic check. Any promises by the salesperson. May have to cost share repairs. Return to dealer and discuss.

Repairs cost shared.

Saskatchewan Consumer and Commercial Affairs

Contact Report

Date _____ Office _____ Open File ☐

Time _____ Number _____ Closed ☐

Name Glen Swat Res. Telephone 348-6100

Address Swedenel, Saskatchewan Bus. Telephone 382-4321

Supplier/Vendor/Creditor/Landlord Direct Sales Ltd.

Address Teleland, Quebec Telephone (403) 621-3500

Type of Complaint/Enquiry *MAIL ORDER*

Detailed Summary

Ordered some records through a mail order company in Quebec. Cheque cashed within a month but no records. Wrote a letter inquiring about records but received no answer. What can he do?

Your Advice

Actual Advice & Comments Given by Investigators

Glen was given the address of The Direct Mail Marketing Association. Suggested he write another letter to company asking for refund of monies or records and copy to the C.D.M.M.A.

Received records.

Saskatchewan Consumer and Commercial Affairs

Contact Report

Date _____ Office _____ Open File ☐

Time _____ Number _____ Closed ☐

Name Mr. Thompson Res. Telephone 421-1111

Address Cassette, Saskatchewan Bus. Telephone _____

Supplier/Vendor/Creditor/Landlord Sanford Collections

Address Manitoba Telephone (204) 400-3269

Type of Complaint/Enquiry *COLLECTIONS*

Detailed Summary

Mr. Thompson received phone call from collection agent in Winnipeg at 7:15 this a.m. Upset by suggestions made by agent regarding what would happen when informed Thompson couldn't pay debt immediately. Can anything be done?

Your Advice

Actual Advice & Comments Given by Investigators

Consumer advised of rights under The Collections Agents Act. Phone calls acceptable only between 8:00 a.m. and 9:00 p.m. and not on Sundays or statutory holidays. Must have licence to collect in Saskatchewan and cannot harass debtor. Phoned agent to advise of the provisions of the Act including times of calls, conduct of agent and licensing provisions.

Company obtained licence to collect in Saskatchewan.

Saskatchewan Consumer and Commercial Affairs

Contact Report

Date _____ Office _____ Open File ☐

Time _____ Number _____ Closed ☐

Name Theresa Thomkins Res. Telephone 382-4692

Address Hidey Away, Saskatchewan Bus. Telephone 382-6663

Supplier/Vendor/Creditor/Landlord Solo's Department Store

Address Hidey Away, Saskatchewan Telephone _____

Type of Complaint/Enquiry *INCORRECTLY MARKED MERCHANDISE*

Detailed Summary

Put a $50 deposit on a $250 table and chair set on Saturday. Monday salesperson called to say price on article should have been $550. Has receipt showing deposit and amount remaining to pay. Does she have to pay?

Your Advice

Actual Advice & Comments Given by Investigators

Receipt indicates a legal binding contract has been made. Store cannot cancel or change its mind once the contract has been made even though the price is incorrect. Return to store with receipt and discuss matter with salesperson and manager.

Store agreed to stick to original agreement and price.

Saskatchewan Consumer and Commercial Affairs

Contact Report

Date _____ Office _____ Open File ☐

Time _____ Number _____ Closed ☐

Name Sam Brown Res. Telephone 265-4385

Address Box 26, Candle, Saskatchewan Bus. Telephone 265-0004

Supplier/Vendor/Creditor/Landlord Thomas Browie, SEL Vacuums

Address 48 Heavenly Avenue, Saskatoon, Sask. Telephone 242-6000

Type of Complaint/Enquiry *DIRECT SALES*

Detailed Summary

On Tuesday, signed contract with a door-to-door salesperson to insulate and cover the foundation of house with brown vinyl siding for $300. Gave deposit of $50. Salesperson phoned yesterday (Friday) to tell him they can't supply brown siding. Can he cancel contract?

Your Advice

Actual Advice & Comments Given by Investigators

Contract signed in the home. It is a direct sale. Seller needs to be licensed. Did consumer check? Under The Direct Sellers Act, the consumer has the right to cancel a contract within 10* days of signing it. Send registered letter cancelling contract.

* proclaimed April, 1987.

Consumer cancelled contract and received refund of deposit.

Saskatchewan Consumer and Commercial Affairs

Contact Report

Date _____ Office _____ Open File ☐

Time _____ Number _____ Closed ☐

Name Tom Gross Res. Telephone 446-2800

Address Violet, Saskatchewan Bus. Telephone 446-2813

Supplier/Vendor/Creditor/Landlord Sam Hill Book Company

Address British Columbia Telephone (603) 211-3111

Type of Complaint/Enquiry *UNSOLICITED GOODS*

Detailed Summary

Ordered a series of books for his grandson. Books received and paid for. Received second series of books 3 months ago. Did not order them. Returned books with a letter indicating he did not want them. Has received a number of bills asking for payment. Ignored them. Yesterday he was contacted by a collection agent. Does he have to pay?

Your Advice

Actual Advice & Comments Given by Investigators

Check original contract to confirm original commitment had been fulfilled and no further commitment made. Under The Unsolicited Credit Cards & Goods Act, Tom does not have to pay for goods he did not order. Send a registered letter to company and collection agent advising them of his rights under this Act. If problem persists call again.

Letter from company acknowledging this. No further phone calls.

Saskatchewan Consumer and Commercial Affairs

Contact Report

Date _____ Office _____ Open File ☐

Time _____ Number _____ Closed ☐

Name Marly Smith Res. Telephone 800-4000

Address Fortune, Saskatchewan Bus. Telephone 800-4111

Supplier/Vendor/Creditor/Landlord Towne's Department Store

Address Fortune, Saskatchewan Telephone 800-2000

Type of Complaint/Enquiry *WARRANTIES*

Detailed Summary

Purchased mattress from store. They specialize in sale of mattresses. Ms. Smith has back problem. Wanted firm mattress. First mattress was unsatisfactory. Company informed of back problems. Second mattress has started to give way in the middle. What can she do?

Your Advice

Actual Advice & Comments Given by Investigators

Marly had made known to the company "the particular purpose" for which the mattress was required. Under The Consumer Products Warranties Act, if the article is not repairable, then Marly is entitled to a refund on the purchase price of the mattress, less a deduction for use of the product.

Refund of monies given.

How did you do? If "Dear Abby" was providing advice to the "shopping lorn" rather than the "love lorn" how would you do as her assistant?

B. The Gentle Art of the Tough Complaint

So, you know your consumer rights and responsibilities and you have been acting on them. But, in spite of your best efforts, you have problems with a purchase. Don't give up. Your next step is to exercise the "gentle art of the tough complaint". Speak up -- complain to the business about your problem.

The Responsible Consumer's Complaint Formula

What to do first:

1. **Collect all the paper information you have**, such as sales slips, warranty card, cancelled cheque and claims check.

2. **Take the item to the store**, if possible.

3. **Return to the store as soon as possible** after discovering the problem.

4. **Go to the person who sold you the item**, if a salesperson is involved. If it was purchased at a checkout, go to the department manager or customer service counter.

5. **Ask the person if she/he has the authority to help you** solve the problem. If she/he can't help you, find out who can and go to him/her. It is annoying to explain the situation, then be referred to someone else and have to explain it all over again.

6. **Explain the problem**.

   Include:

   - the date of the purchase,
   - the date of failure or problem,
   - what happened to the article, and
   - what you did to try to correct the problem.

7. **Explain what you would like done about your complaint**.

   Be reasonable and fair.

   Be positive but firm.

   Keep your temper and sense of humor.

8. **Listen carefully** to the answers you get from the seller. You may not have a valid complaint as far as the store is concerned.

   If the store will resolve the problem to your satisfaction, great. You're finished.

   If the store won't and you think it has more responsibility, then carry on to the next steps.

What to do next:

9. If you cannot get satisfaction from the seller, **complain to the manufacturer**. (If service is involved, complain to a business or professional association).

10. **Be sure to keep a record of the names of the people you have contacted**, the dates of the meetings, what was said and the results, if any.

11. If you cannot get satisfaction from the seller or manufacturer, **contact Saskatchewan Consumer and Commercial Affairs**. Phone the Regina or Saskatoon offices, and we will advise you of your rights and responsibilities and will try to resolve the problem through mediation.

12. You may also wish to **contact the Better Business Bureau**.

13. You may decide to take your complaint to court. If the amount of money is under $3,000, the complaint will be heard in **Small Claims Court**. A brochure which explains how to use Small Claims Court is available from Saskatchewan Consumer and Commercial Affairs, 1871 Smith Street, Regina, Sask., S4P 3V7.

It takes time, persistence and a lot of patience to resolve some problems. **Sometimes, the greatest lesson learned is to be more careful the next time.**

Is It Worth It?

Many consumers just don't feel it's worth the time, energy and money to complain about unsatisfactory products. However, there are a number of **reasons why you should complain** to a business if you are unhappy with a product or service:

1. **It is fair to the business**. It gives business the opportunity to remedy the problem or provide assistance in doing so.

2. **It provides the business with important information**. The only way business people will know certain products or services are a problem is if they receive complaints. Business wants to sell quality products and services, not problems.

3. Complaints about inferior products or services provide the incentive to develop **higher standards for manufacturers**.

Hold It! - Before You Complain

You agree that complaining is important and you're ready to go! One moment please. Before you complain, ask yourself the following questions. They will help you assess whether or not your complaint is valid.

1. Did you gather the information about the product before purchasing it to make sure that the product would serve your purpose? ___ Yes ___ No

2. Did you fully explain to the store people what you wanted the product for? ___ Yes ___ No

3. Did you use the product only for the purpose described? ___ Yes ___ No

4. Did you examine the quality of the product before you purchased it? ___ Yes ___ No

5. Did you follow the instructions for the assembly, use and care for the product? ___ Yes ___ No

6. Are you unhappy with the product because it is a different size/color than what you ordered? ___ Yes ___ No

7. Are you unhappy with the product because there are parts missing? ___ Yes ___ No

8. Are you unhappy with the product because it was delivered to you damaged or broken or it didn't last very long? ___ Yes ___ No

9. Are you unhappy with the product because it does not match the description or sample? ___ Yes ___ No

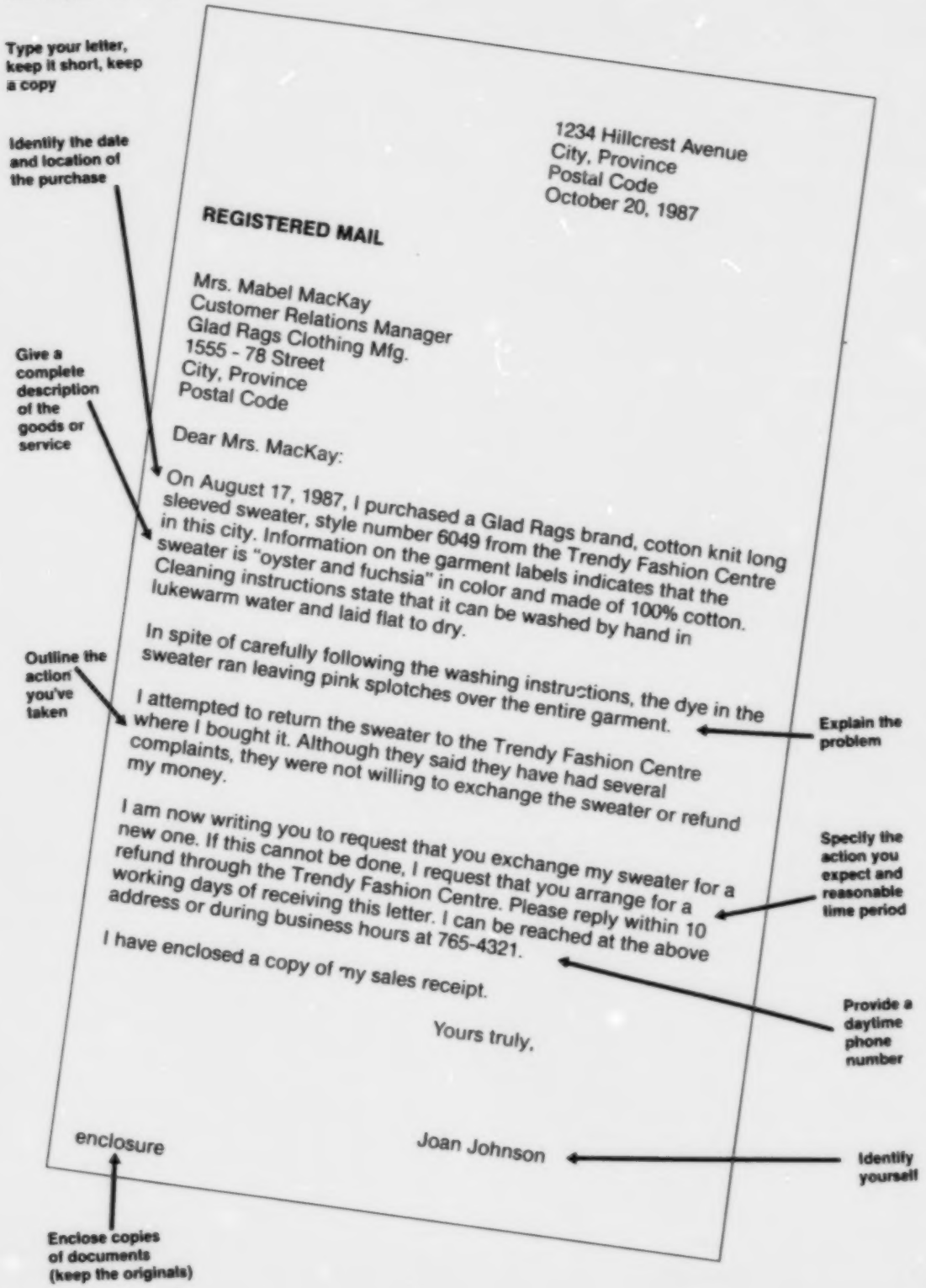
10. Are you unhappy with the product because you changed your mind about the color/size/model you wanted?

Answers:

You have a valid complaint if you answered: "Yes" to questions 1-5.
"Yes" to one of questions 6-9 and
"No" to question 10.

You do not have a valid complaint if you answered: "Yes" to question 10. It is your responsibility to determine your needs and buy accordingly. Businesses are under no obligation to refund, return or exchange goods for you.

Sample Complaint Letter


Type your letter, keep it short, keep a copy
Identify the date and location of the purchase
Give a complete description of the goods or service
Outline the action you've taken
Explain the problem
Specify the action you expect and reasonable time period
Provide a daytime phone number
Identify yourself
Enclose copies of documents (keep the originals)
1234 Hillcrest Avenue
City, Province
Postal Code
October 20, 1987
REGISTERED MAIL
Mrs. Mabel MacKay
Customer Relations Manager
Glad Rags Clothing Mfg.
1555 - 78 Street
City, Province
Postal Code
Dear Mrs. MacKay:
On August 17, 1987, I purchased a Glad Rags brand, cotton knit long sleeved sweater, style number 6049 from the Trendy Fashion Centre in this city. Information on the garment labels indicates that the sweater is "oyster and fuchsia" in color and made of 100% cotton. Cleaning instructions state that it can be washed by hand in lukewarm water and laid flat to dry.
In spite of carefully following the washing instructions, the dye in the sweater ran leaving pink splotches over the entire garment.
I attempted to return the sweater to the Trendy Fashion Centre where I bought it. Although they said they have had several complaints, they were not willing to exchange the sweater or refund my money.
I am now writing you to request that you exchange my sweater for a new one. If this cannot be done, I request that you arrange for a refund through the Trendy Fashion Centre. Please reply within 10 working days of receiving this letter. I can be reached at the above address or during business hours at 765-4321.
I have enclosed a copy of my sales receipt.
Yours truly,
Joan Johnson
enclosure

C. Consumer Scams

For the most part, businesses and salespeople in Saskatchewan are reputable and reliable. However, over the years investigators at Consumer and Commercial Affairs have noted a number of marketplace scams. "Caveat Emptor" or "Let the Buyer Beware" is the advice given when you encounter tactics such as the following:

Scam	Protect Yourself
Bait and Switch The consumer is "baited" into the store to purchase or make inquiries about a product or service because of its **low price**. Once the consumer is in the store the seller will often use high pressure sales tactics to "switch" the consumer to another more highly-priced article or service.	Bait and Switch is illegal under federal law. If you believe you have been baited and switched contact Consumer & Corporate Affairs Canada to complain.
Dubious Mail Order Training Courses Consumers are offered the opportunity to train through correspondence courses to become an airline stewardess, commercial artist, T.V. repairperson, etc. A certificate to qualify graduates for jobs in their chosen field may be offered as added incentive.	Check with professional or trade associations in that field to determine if the training and "certificate" are acceptable to them. As well, check with Consumer and Commercial Affairs to determine if the correspondence school should be and is licensed.
Phoney Bank Inspector A phoney bank "inspector" or official telephones or comes to your home and asks that you help trap a dishonest bank employee by withdrawing money to give to the inspector as evidence against the employee. The bank inspector disappears and so does your money.	Never take money out of the bank and give to a stranger. If anyone makes this request, call the police or bank manager right away.
Phoney Charities You are solicited over the phone to donate money to a charity of which you have never heard.	Ask for the organization's name, address and phone number. Check out the information you are given. Ask for the charitable donation number from Revenue Canada.
Questionable Jewelry and Antique Buyers A person comes to your home offering to purchase "old" jewelry or "old" furniture you may have in your home.	Your "old" jewelry or furniture may be worth a lot of money. Have it appraised by a reputable jeweler or antique dealer.
Enticing - Foreign Land Sales You are invited to attend a "free" dinner at which a pressure sales pitch is made to sell you "a place in the sun". There you can retire and the property (often in Florida) will probably double in value.	Beware of the so called "free" dinners. Check out the deal, the company and the salespeople before you put your money down or sign anything. If possible visit the location before you buy.

Unknown - Small Business Investment Schemes

You receive an invitation via phone, mail or in person to invest money in a new product, a distributorship, a new invention, etc. There is usually a promise of big profits and great returns on your investment.

Check out the company's financial health. Ask for references and investigate the scheme thoroughly before handing over any money. Get all promises in writing and have your lawyer check the contract before signing.

Referral Selling

The consumer is lured into buying a product by the promise of a rebate or a commission if the consumer will furnish the names of other prospective customers.

Referral selling is illegal under **The Direct Sellers Act**. If you receive such a request, call Consumer and Commercial Affairs.

"Good Samaritan" Swindle

A Good Samaritan phones to tell you she/he has found the credit cards you have lost and will return them to you. You are delighted and fail to cancel the cards. The "good samaritan" uses the delay to run up charges on your cards.

If your credit cards are missing **notify the issuers immediately**.

Credit Card "Carbon Con"

Your credit card **number** is often all that is needed in order to charge items on your card. This number can be obtained in a number of ways:

1. By phone - A caller who claims to be checking the credit card numbers can call you and ask for your number to verify your account.

2. From the carbon paper - Picking the carbon paper up from the garbage can where it has been discarded could be very easy pickings for a con artist.

Never reveal your card number over the phone. Take the carbon with you when you receive your bill.

Irresistible Time-Share Plan

You are offered an opportunity to buy a one week a year vacation in a luxury condo for what seems like a minimal amount of money. You have purchased a time share agreement which gives you the right to use the property for a specific time period.

If the time share is sold in Saskatchewan, the broker must be licensed under **The Real Estate Brokers Act**, and a security in an amount set by the Superintendent of Insurance must be filed with the Department of Consumer and Commercial Affairs. Check out maintenance fees carefully. They may be artificially low. Be aware that swapping and resale may be a problem. If possible, visit the location prior to sale. Check the company's financial health. Check to see if the developer is registered with the Resort and Timesharing Council of Canada. Get promises in writing and have your lawyer check the contract. Place payment in "escrow" (trust fund at the bank, usually arranged through your lawyer) if the project is still under construction.

"Junk Gem" Gyp
You receive in the mail pamphlets exhibiting pictures of jewelry (sapphires, rubies, emeralds, etc.) plus a chart showing a recent increase in value. This is usually followed by high pressure phone calls promoting the gems as a good investment likely to increase in value. The gems received are usually not of the value touted to you.

Purchase valuable gems from a reliable jeweller or gem expert.

D. Who Can Help?

There are a number of agencies and organizations that are available to provide consumers with advice and information about your purchases or to assist with problems and complaints. A guide to these agencies, as well as how they may be able to help you, follows.

Saskatchewan Consumer and Commercial Affairs

The Department receives enquiries from both consumers and businesses on rights and responsibilities in the marketplace and provides practical advice, before and after a purchase is made. It also mediates between buyers and sellers to arrive at mutually satisfactory resolutions of marketplace problems upon receiving justified complaints.

Saskatchewan Consumer and Commercial Affairs works with businesses and their associations to establish or improve codes of ethics to ensure just and equitable treatment for consumers. As well, it provides education/information programs for both consumers and businesses to improve their marketplace knowledge and skills.

The Consumer Information Centre: At Your Service

You are concerned about getting value for your money. The Consumer Information Centre can help.

The Consumer Information Centre is a library which sends out a variety of materials of interest to consumers, businesses, teachers and students.

What is available?

- information on marketplace issues and products
- consumer magazines
- Department publications
- books and guides*
- films and videocassettes*
- teaching kits*

* These are available on loan.

Contact:
Saskatchewan Consumer and Commercial Affairs

1871 Smith Street
Regina S4P 3V7
Phone: 787-5550

122 - 3rd Ave. North
Saskatoon S7K 2H6
Phone: 933-5725

Consumer & Corporate Affairs Canada

This federal Department administers a range of legislation and programs concerned with consumer protection and marketplace integrity in Canada. Consumer problems relating to topics including hazardous products, product labelling, weights and measures and advertising are handled.

Contact:
Consumer & Corporate Affairs Canada
2212 Scarth Street
Regina S4P 2J6
Telephone: 780-5375

105 - 21st Street East
Saskatoon S7K 0B3
Telephone: 975-4028

Consumers' Association of Canada, Saskatchewan Branch (C.A.C)

The Consumers' Association of Canada is a voluntary, non-profit organization with branches and over 160,000 members across the country. Saskatchewan has 11,000 members.

The objectives of the organization are:

- to unite the strength of consumers
- to study consumer problems and make recommendations for solving them
- to bring consumer needs to the attention of governments, trade and industry
- to provide information for consumers on consumer goods and services
- to conduct research and tests on behalf of consumers.

Since opening in 1976, CAC's unique laboratory in Ottawa has tested over 5,000 products. Results of these tests are published regularly in the magazine **The Canadian Consumer**. CAC Saskatchewan also provides information to consumers by telephone or letter, presents consumer briefs at public hearings, speaks for consumers to the media, and provides public speakers and resource people.

Contact:

Consumers' Association of Canada
(Saskatchewan Branch)
136 Ave. F South
Saskatoon, Saskatchewan
S7M 1S8

Telephone: 242-4909

Better Business Bureau of Saskatchewan

The Better Business Bureau is an independent organization of businesses from across the province. The Bureau provides assistance to consumers who have complaints against business. It is designed to protect both the responsible consumer and the ethical business by helping the consumer get the most for his/her money while giving business a fair return for its integrity.

The major role of the Better Business Bureau is to keep records of complaints against companies and answer consumer inquiries about the past history and **complaint handling performance** of specific companies. The Better Business Bureau also investigates consumer complaints and provides consumers with pre-purchase information.

Contact:

Better Business Bureau
1601 McAra Street
Regina, Saskatchewan
S4N 6H4

Telephone: 352-9259 (in Regina)
1-800-667-3607
(outside of Regina)

(see over)

Product Information At The Library

Up-to-date, prepurchase information on marketplace products and services is available at your local library, courtesy of Saskatchewan Consumer and Commercial Affairs.

"Help Yourself" to current, reliable marketplace information. Drop in to:

Your local library or the Consumer Information Centre
1871 Smith Street
Regina, Saskatchewan

Consumer Help Directory (Information/Complaints)

The following guide may help you gather information and/or secure assistance with particular consumer concerns you have.

Area of Concern	Contact	Telephone
Advertising		
Standards, Media Complaints	Advertising Standards Council Box 1322 REGINA S4P 3B8	
Direct mail complaints	Canadian Direct Mail Marketing Association Suite 405, 150 Consumers Road WILLOWDALE, Ontario M2J 1P9	
Misleading advertising	see Consumer Help (federal)	
Automobiles		
Safety Recalls	Transport Canada 106 - 2050 Cornwall Street REGINA S4P 2K5	780-5036
Information	Sask. Motor Club 200 Albert Street North REGINA S4R 2N4	543-7655 (ext. 32)
	Consumer Information Centre Consumer and Commercial Affairs REGINA	787-5550
	Your local library	
Business Reputation/ Practices	Sask. Better Business Bureau 2nd Floor, 1601 McAra Street REGINA S4N 6H4	352-9259 Toll Free 1-800-667-3607
Consumer Help		
Provincial Government Programs — see Our Services brochure for specific information	Saskatchewan Consumer and Commercial Affairs REGINA SASKATOON	 787-5550 933-5725

Consumer Advocacy	Consumers' Association of Canada, Sask. Branch REGINA SASKATOON	 352-4381 242-4909
General Legal Information and Advice	Public Legal Education Assoc. 220 3rd Avenue South SASKATOON S7K 1M1 Your local library	653-1868
Consumer Product Information - Buying Information, Shopping guides	Consumer Information Centre Consumer & Commercial Affairs REGINA SASKATOON	 787-5725 933-5725
Federal Government Programs	Reference Canada R240 - 2100 Broad Street REGINA S4P 1Y5	 780-6683 Toll Free 1-800-667-7160
Bankruptcy, packaging and labelling, weights and measures	Consumer and Corporate Affairs Canada 2212 Scarth Street REGINA S4P 2J6 401 - 105 - 21 Street East SASKATOON S7K 0B3	 780-5391 975-4296
Product Safety	SASKATOON	975-4028
Marketing Practices (misleading advertising)	REGINA SASKATOON	780-5387 975-5518
Health		
Foods, Drugs, Cosmetics - Packaging, Additives, Standards	Health & Welfare Canada Health Protection Branch	
	412 - 101 22nd Street East SASKATOON S7K 0E1	975-4502
	103 - 1855 Smith Street REGINA S4P 2N5	780-5407
Insurance		
Life & Health	Sask. Life & Health Insurance Information Committee 3236 Hill Avenue REGINA S4S 0W6	584-5866
	The General Insurance Council of Saskatchewan 1424 Broad Street REGINA S4P 1Y9	 347-0862
	The Insurance Information Centre Hotline	1-800-268-8099
Small Claims Court	Your nearest courthouse	

Remember, It's Up to You

As consumers we are sometimes the authors of our own problems - when we **buy on impulse**, when we **sign without reading**, when we don't take the time to **become fully informed**. By becoming an informed consumer and making effective buying decisions most consumer problems can be prevented. If you do find yourself in difficulty, **effective complaining** sees most problems resolved at the business or store level. As well, **knowing your rights and responsibilities** leads to a better understanding of the business's rights and responsibilities and can assist in the effective resolution of most consumer problems.

Consumer rights and responsibilities are best protected when there is a real balance in the marketplace and when there is a mutual understanding of the rights and responsibilities of both buyers and sellers.

Consumer Protection Legislation
(Provincial)

The following Acts are administered by Saskatchewan Consumer and Commercial Affairs:

The Agricultural Implements Act
The Auctioneers Act
The Business Corporations Act
The Business Names Registration Act
The Canadian Institute of Management (Saskatchewan Division) Act
The Cemeteries Act
The Collection Agents Act
The Companies Act
The Companies Winding Up Act
The Consumer Products Warranties Act
The Co-operatives Act
The Cost of Credit Disclosure Act
The Credit Reporting Agencies Act
The Credit Union Act
The Department of Consumer and Commercial Affairs Act
The Direct Sellers Act
The Family Farm Credit Act
The Film and Video Classification Act
The Guarantee Companies Securities Act
The Home Owners' Protection Act
The Mortgage Brokers Act
The Motor Dealers Act
The Municipal Hail Insurance Act
The Names of Homes Act
The Non-profit Corporations Act
The Partnership Act
The Pyramid Franchises Act
The Real Estate Brokers Act
The Religious Societies Land Act
The Sale of Training Courses Act
The Saskatchewan Co-operative Credit Society Limited and Saskatchewan Co-operative Financial Services Limited Act
The Saskatchewan Insurance Act
The Trust and Loan Corporations Act
The Unsolicited Goods and Credit Cards Act

Consumer Protection Legislation
(Federal)

The following are some of the Acts administered by Consumer & Corporate Affairs Canada:

Bankruptcy Act
Boards of Trade Act
Canada Business Corporations Act
Canada Co-operative Associations Act
Canada Corporations Act
Competition Act
Consumer and Corporate Affairs Act
Consumer Packaging and Labelling Act
Copyright Act
Electricity and Gas Inspection Act
Farmers' Creditors Arrangement Act
Hazardous Products Act
Industrial Design Act
National Trade Mark and True Labelling Act
Patent Act
Pawnbrokers Act
Pension Fund Societies Act
Precious Metals Marking Act
Public Servants Inventions Act
Tax Rebate Discounting Act
Textile Labelling Act
Timber Marking Act
Trade Marks Act
Weights and Measures Act

The Department also participates in the administration of the following statutes:

Canada Agricultural Products Standards Act
Canada Dairy Products Act
Currency and Exchange Act
Fish Inspection Act
Food and Drugs Act
Maple Products Industry Act